



Town of Nantucket

INVITATION FOR BIDS PROFESSIONAL CLEANING SERVICES

The Town of Nantucket, through its Board of Selectmen, invites qualified bidders to submit bids for professional cleaning services for Town Buildings.

I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS.

1. Bids will be accepted at the Town of Nantucket, Selectmen's Office, 16 Broad Street, Nantucket, MA 02554, until 3:00 PM, APRIL 27, 2004. Two copies of the bid are required.

The bid envelope must be sealed and clearly marked: *Bid for Town Cleaning Services*.

2. The bid opening will be 3:00 PM, APRIL 27, 2004.
3. Award date. Award will be made within sixty (60) days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of the Town and the apparent responsive and responsible low bidder. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
4. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having requested the IFB.
5. Questions concerning this IFB, must be submitted in writing to: Colleen Donnelly, Board of Selectmen, 16 Broad Street, Nantucket, MA 02554 before 3:00 PM on April 21, 2004. Questions may be delivered, mailed, emailed (cdonnelly@town.nantucket.net) or faxed. Written responses will be mailed or faxed to all bidders on record as having requested the IFB.
6. Bids may be modified, corrected or withdrawn only by written correspondence received by the Town of Nantucket prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. ____" and must reference the original IFB.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Nantucket or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.

7. The Town of Nantucket reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its best interest.
8. The Town of Nantucket will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the Town of Nantucket.



Town of Nantucket

9. Responders must be willing to enter into the Town of Nantucket's standard form of contract included in this IFB.
10. The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
11. Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
12. Any bids received after the advertised date and time for opening will be returned to the responder unopened.
13. Purchases by the Town of Nantucket are exempt from federal, state and municipal sales and/or excise taxes.
14. In accordance with State law, the Tax Compliance Certification and the Certificate of Non-Collusion must be included with the bid response. The bid response form must be signed by the authorized individual(s).
15. Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 3:00 PM on the next normal business day. Bids will be accepted until that date and time.
16. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
17. Bidders should be aware that many overnight mailing services do not guarantee service to Nantucket.



Town of Nantucket

II. SCOPE OF SERVICES.

The Town of Nantucket contracts for daily professional cleaning services for its municipal buildings in accordance with the following specifications.

Term: The service period shall commence July 1, 2004 and end June 30, 2007.

Buildings:

- Town and County Building, 16 Broad Street;
- R. F. Mooney Town & County Building, 22 Federal Street;
- Washington Street Annex, 37 Washington Street;
- Planning Board Office, 1 East Chestnut Street;
- Police Department, 20 South Water Street;
- Planning Commission Office, 4 North Water Street;
- Saltmarsh Senior Center, Washington Street Extension.

Cleaning Services Specifications:

The following specifications and conditions shall serve as a minimum requirement for cleaning services for all of the buildings listed above, hereinafter referred to as the "Facilities."

1. The successful bidder (hereinafter "Contractor") receiving award of this contract shall be responsible for providing all labor, insurance, equipment and supplies, except where noted, necessary for the cleaning of Facilities and work areas at Contractor's expense. The Contractor shall provide the necessary amount of daily resources required to adequately maintain the Facilities in a respectable, clean and sanitary manner at all times.
2. *Cleaning hours.* All conference rooms, hearing rooms and bathrooms in all Facilities must be cleaned prior to 6:30 AM Monday through Friday. The Contractor may not commence work prior to 4:15 PM, Monday through Friday. Cleaning work may occur at any time on Saturday or Sunday.

Police Department exception: The Contractor shall not be able to conduct cleaning in the Police Department facility between

- 7:30 and 8:30 AM
- 3:30 and 4:30 PM
- 11:30 PM and 12:30 AM

The Contractor may be required to provide services at irregular times upon request from the Town Administrator's office or Police Department to correct immediate unsanitary conditions, perform light maintenance, or needed improvement, which may be required or may render part of the Facilities unusable. The Contractor shall be required to respond within 30 minutes of being notified.

The Contractor shall maintain a schedule so as to maximize his/her ability to clean the Facilities in a minimum amount of time. The Town Administrator's office may coordinate with the Contractor to determine the best level of effort needed to achieve this condition.



Town of Nantucket

3. *Security.* All exterior doors of all of the Facilities, except the Police Department, must be locked by the Contractor by 4:30 pm. The Contractor must securely lock all offices promptly after cleaning and turn out office lights.

Keys shall be issued to the Contractor by the Town Administrator's office. Duplicate keys may be made only after authorization by the Town Administrator's office. Should the Contractor lose a key or keys, the Contractor shall be responsible for the cost of having all affected door locks re-keyed. The Town will arrange for this to be done and bill the Contractor or subtract the cost from that month's invoice.

4. *Compliance with laws.* Contractor shall comply with all applicable state, federal and local laws, including but not limited to OSHA, minimum wage and hour regulations. The Contractor agrees to have MSDS sheets available for all cleaning supplies used in fulfilling the requirements of this contract.
5. *Safety.* Contractor will be responsible for instructing his/her employees in appropriate safety measures. Contractor's personnel will not place or use mops, buckets, or any equipment in locations likely to create safety hazards. Personnel shall provide, place, and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations. General safety requirements will be complied with in all activities.

Contractor shall be responsible for instructing its employees as to the use of all emergency equipment, the phone numbers of emergency personnel and the location of fire alarms and fire fighting equipment.

6. *Work areas.* Contractor shall make necessary provisions to protect all work areas and shall be responsible for full restoration, including any associated costs, resulting from any damages caused by Contractor's work or employees. Contractor shall be responsible for keeping the storage rooms provided by the Town for his/her equipment and supplies neat and orderly at all times.
7. *Contractor's personnel.* The Contractor shall employ only those persons qualified and trained to provide the services stated herein. The Contractor further warrants that his/her employees, and any other personnel providing services under these specifications, are duly qualified to perform the services required and said employees/personnel agree to perform services in a professional manner utilizing appropriate procedures and methods and in accordance with any applicable local, state or federal laws, rules or regulations.

The Contractor must provide the Town with a current list of all personnel employed by Contractor for cleaning the Facilities, including telephone numbers and addresses, if requested.

All persons employed by the Contractor who have access to the Police Department must be approved by the Police Chief and/or his designee prior to commencing work.

Should the Town advise the Contractor that any agent, employee or other person under its jurisdiction or supervision relative to this contract, is for any reason objectionable, unsatisfactory or undesirable, the Contractor shall replace the individual.

Neither the Contractor nor the Contractor's employees are to have family, friends or associates unrelated to this contract with them for extended periods of time while working in any of the Facilities.



Town of Nantucket

8. *Supplies.* The Town shall provide the Contractor with all consumable items, including paper products, plastic bags and liquid soap. Other necessary consumable cleaning supplies to be used by the Contractor in the performance of these specifications, shall be ordered by the Town at the Contractor's request (Contractor shall provide a written list of items and quantities) or ordered by the Contractor and charged directly to the Town by a vendor approved by the Town. The Contractor shall otherwise supply, at its own expense, all other cleaning material and equipment necessary to complete the cleaning of the Facilities as specified herein.
9. *Change to scope of work.* The Town may, at any time, change the scope of work of the Contract by written notice to the Contractor, giving therein a date upon which the change shall become effective. On such effective date, the Contractor shall make the required changes in his/her operation.
10. *Other.* The Contractor shall immediately report any damage noted in the process of cleaning the Facilities to the Town Administrator's office. A meeting(s) may be held with the Contractor, or his/her designee, as necessary, to review progress and to discuss service improvements or modifications.

All cleaning personnel shall become familiar with the particular cleaning-related requirements of the occupants of various offices.

11. *Contacts.* Contact persons for this contract will be the staff of the Town Administrator's office for all Facilities, except the Police Department. The Police Chief and/or his designee will be the contact person for the Police Department.
12. *Billing.* Contractor shall bill the Town in twelve (12) equal monthly invoices for each contract year.

DETAILED SPECIFICATIONS

The following areas are to be maintained at a high standard of cleanliness. The following standards are intended to be the acceptable minimum level of service as directed herein. Cleaning frequencies set forth herein are meant to be working guidelines for specific areas, dependent upon type and frequency of use. All items not specifically included, but found necessary to properly clean the building, shall be included as though written into these specifications.

"Daily" is considered Monday through Friday for all Facilities, except the Police Department. "Daily" for the Police Department is every day of the week. A summary for Facilities cleaning schedule follows this section.

1. *Restroom cleaning.* Restroom cleaning is understood to have a high priority in all Facilities. Daily cleaning of the restrooms shall include: cleaning of floor surfaces; emptying of waste baskets, and trash disposal; cleaning of counter surfaces and mirrors; washing, waxing, disinfecting and deodorizing of sanitary facilities, including cleaning and disinfecting of sinks and toilets, washing of ceilings, walls and fixtures; and the cleaning of any other items not specifically mentioned herein which would be considered part of the restrooms, and which require periodic cleaning to maintain the overall cleanliness of the restrooms. The Contractor is responsible for keeping the restrooms of each of the Facilities stocked with toilet paper, paper towels and hand soap at all times, and for notifying the office of the Town Administrator when supplies need to be re-ordered. These services are to be carried out in accordance with "FACILITIES CLEANING SCHEDULE."
2. *Offices, conference and hearing rooms.* In general, services in each of these rooms shall include, but not necessarily be limited to: cleaning of floor surfaces; emptying of waste baskets, including recycling bins and paper shredders, and trash disposal; cleaning of desk and counter surfaces; cleaning of interior and exterior



Town of Nantucket

window glazing; dusting of all surfaces; vacuuming or shampooing floors and/or floor coverings where applicable; and the cleaning of any other items not specifically mentioned herein which would be considered part of the rooms, and which require periodic cleaning to maintain the overall appearance and cleanliness of the rooms. These cleaning services are to be carried out in accordance with "FACILITIES CLEANING SCHEDULE."

3. *Police Department.* Daily cleaning shall include: cleaning of floor surfaces; emptying of waste baskets and trash disposal; cleaning of counter surfaces, mirrors and windows; washing, waxing and disinfecting of sanitary facilities including jail cells, including cleaning and disinfecting of sinks and toilets, washing of ceilings, walls and fixtures; and the cleaning of any other items not specifically mentioned herein which would be considered part of the Police Department facility, and which require periodic cleaning to maintain the overall cleanliness of the Department. The Contractor is responsible for keeping the restrooms stocked with toilet paper, paper towels and hand soap at all times, and for notifying the Police Chief or his designee when supplies need to be re-ordered. These cleaning services are to be carried out in accordance with "FACILITIES CLEANING SCHEDULE."
4. *Hall, lobby, common areas and stairway areas.* In general, janitorial services in these areas shall include, but not necessarily be limited to: cleaning of floor surfaces; emptying of waste baskets and trash disposal; cleaning of desk and counter surfaces; cleaning of interior and exterior window glazing; dusting of all surfaces; vacuuming or shampooing floors and/or floor coverings where applicable; and the cleaning of any other items not specifically mentioned herein which would be considered part of the offices, and which require periodic cleaning to maintain the overall appearance and cleanliness of the offices. These cleaning services are to be carried out in accordance with "FACILITIES CLEANING SCHEDULE."
5. *Elevator.* The interior of the elevator in the main Town Building must be cleaned, wiped down and dusted on a daily basis, with the flooring to be cleaned on a daily basis as well as the exterior doors.
6. *Windows.* Windows in all of the Facilities are to be cleaned in accordance with "FACILITIES CLEANING SCHEDULE."
7. *Simple building maintenance.* In general, simple building maintenance for all Facilities shall include, but not necessarily be limited to: the replacement of burned-out light bulbs, both inside and at the outside entrances of each building; minor repairs to drywall surfaces; painting of interior surfaces; minor repairs related to the physical plants of the Facilities; moving of furniture, assembly of office furniture, moving of equipment, boxes and other items when directed by the Town. The Contractor shall perform additional cleaning or maintenance services for the Facilities that are specifically authorized by the Town Administrator's office, and agrees to notify the office in advance if he/she believes efforts beyond the scope of the bid specifications are required.
8. *Other.* In all Facilities, Contractor shall dust for cobwebs and empty cigarette receptacles in accordance with "FACILITIES CLEANING SCHEDULE."
9. *Court Room Setup* each Wednesday to occur between 4:30 and 6:30 for Selectmen's Meeting. The Contractor shall arrange furniture in preparation for the weekly meeting.



Town of Nantucket

2004 - 2007

FACILITIES CLEANING SCHEDULE

DAILY

- RESTROOMS
- OFFICES, CONFERENCE AND HEARING ROOMS
- HALLWAYS, STAIRWAYS, EATING AREAS, COMMON AREAS AND LOBBY AREAS
- ELEVATOR (16 Broad Street)
- EMPTY USED CIGARETTE RECEPTACLES AT ALL ENTRANCES OF THE FACILITIES AND REFILL WITH SAND WHEN NECESSARY
- JAIL CELLS (Police Department)

WEEKLY

- CLEAN BASEBOARDS THROUGHOUT ALL FACILITIES

MONTHLY

- STRIP AND APPLY WAX TO KITCHEN FLOOR (Saltmarsh Center only)

QUARTERLY

- WASH, WAX ALL UNCARPETED FLOORS IN ALL FACILITIES
(NOTE: It shall be the Contractor's responsibility to move all furniture and replace same when cleaning has been complete)

TWICE EACH CONTRACT YEAR*

- SHAMPOO CARPETING IN ALL FACILITIES (NOTE: It shall be the Contractor's responsibility to move all furniture and replace same when cleaning has been complete)
- CLEAN ALL WINDOWS, INSIDE AND OUT, IN ALL FACILITIES

** This work shall occur in the months of October and April of each contract year. Contractor shall notify the Town Administrator's office one week prior to commencing work.*

ANNUALLY

- CLEAN AND OIL GUTTERS AND DOWNSPOUTS ON EXTERIOR OF ALL FACILITIES WITH GUTTERS
- STRIP LINOLEUM FLOORS IN ALL FACILITIES
(NOTE: It shall be the Contractor's responsibility to move all furniture and replace same when cleaning is complete. Also, Contractor shall notify Town Administrator's office within 48 hours of completion of these two items.)



Town of Nantucket

III. QUALITY REQUIREMENT.

1. Bidders must comply with all of the bid submission requirements listed in Section I.
2. Bidder must have been in the business of professional cleaning for a minimum of five (5) years.
3. Bidder must have and maintain the following insurances:
 - a) Workers' Compensation coverage, covering the obligations of the Contractor in accordance with applicable workers' compensation or benefits law;
 - b) Commercial General Liability insurance on an occurrence basis with a combined single limit of not less than \$1,000,000. Coverage is to include premises and operations, coverage for liability or subcontractors and products and completed operations. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this contract. The Town will be added as an additional named insured;
 - c) Automobile Liability insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

→ *The bidder must include a copy of current Certificate of Insurance with bid.*

4. Bidder must have and maintain a minimum staff of three employees who perform cleaning services.

IV. REFERENCES.

1. Bidders must provide a complete list of all customers for whom it provided professional cleaning services in the past three years. Reference information must include Company/Individual Person, Phone Number, Fax Number and date of service.

Poor references may be a basis for determining that a bidder is not responsible. Reference questions will include but may not be limited to cleaning quality, bidder reliability, responsiveness, customer service and general customer satisfaction.

V. RULE FOR AWARD.

One contract will be awarded to the responsive and responsible bidder offering the total lowest price for all three years, considering the present value of the yearly bids as calculated using an interest rate of 5%.

VI. BASIS OF COMPENSATION.

Fixed price contract.



Town of Nantucket

BID RESPONSE FORM PROFESSIONAL CLEANING SERVICE

The undersigned proposes to in the Town of Nantucket the contract price listed below for the specifications contained herein regarding professional cleaning services:

CONTRACT YEAR	AMOUNT
Year 1: July 1, 2004 – June 30, 2005	\$
Year 2: July 1, 2005 – June 30, 2006	\$
Year 3: July 1, 2006 – June 30, 2007	\$
TOTAL BID AMOUNT:	\$

Total bid amount in words:

For informational purposes only: HOURLY RATE \$ _____

Name of bidder

Telephone Number

FEIN or SSN

Address, City, State and Zip Code

Signature of bidder's authorized individual

Date

Printed Name & Title

NOTE: If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.



Town of Nantucket

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

By:

Signature of Authorized Individual

Date

Printed Name

Name of Business



Town of Nantucket

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

By:

Signature of Authorized Individual

Printed Name

Date

FEIN



Town of Nantucket

AGREEMENT BETWEEN THE TOWN OF NANTUCKET, MASSACHUSETTS AND INDEPENDENT CONTRACTOR

THIS AGREEMENT made effective _____, 2004, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Town Administrator, with offices at Town Hall, Nantucket, Massachusetts 02554 (hereinafter called the "TOWN"), and **xxxxxxxxxx** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the TOWN desires to retain the CONTRACTOR to provide certain services for the TOWN as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 – ENGAGEMENT OF THE CONTRACTOR

- 1.1 The TOWN hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the TOWN, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the TOWN, on the one hand, and the CONTRACTOR on the other, and the TOWN shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 – SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the TOWN and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the TOWN. The TOWN shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the TOWN in writing.
- 2.4 The CONTRACTOR represents and warrants to the TOWN that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if



Town of Nantucket

necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.

- 2.5 The CONTRACTOR represents and warrants to the TOWN that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and the copyright thereto shall be the property of the TOWN. The TOWN acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the TOWN in connection with any other project shall be at the TOWN's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 – PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the Town's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the TOWN shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional TOWN funds, the TOWN may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 – PAYMENTS TO THE CONTRACTOR

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the TOWN at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the TOWN.
- 4.3 The TOWN will pay the CONTRACTOR upon review and approval of such invoices by the TOWN or its



Town of Nantucket

designee.

- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the TOWN will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the TOWN.

ARTICLE 5 – TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the TOWN or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The TOWN shall have the right to terminate this Agreement for its convenience upon forty-five (45) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) the TOWN shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the TOWN as a result of the CONTRACTOR's default, if any), as determined by the TOWN but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the TOWN harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the TOWN for any and all costs, damages and expenses, including reasonable attorney's fees, which the TOWN pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the TOWN with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply



Town of Nantucket

separately to the work being performed under this Agreement.

- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (e) Such additional insurance as the TOWN may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the TOWN twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the TOWN. The TOWN will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on an Certificate of Insurance to be delivered to the TOWN upon the execution of this Agreement and at such times thereafter as the TOWN may reasonably request.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the TOWN and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the TOWN.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the TOWN relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the TOWN specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of TOWN and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by TOWN and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.



Town of Nantucket

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

TOWN OF NANTUCKET,
MASSACHUSETTS:

CONTRACTOR:

C. Elizabeth Gibson
Town Administrator

Name
President

Funding Org/Obj: 01192-53100

FEIN:

Approved as to Funds Available

Constance Voges, Finance Director



Town of Nantucket

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services (§2.1):**
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Libby Gibson, Town Administrator
6. **Term of Agreement (§3.1):** July 1, 2004 through June 30, 2007
7. **Completion Date (§3.2):**
8. **Additional Insurance Coverage (§6.2(e)):**



Town of Nantucket

EXHIBIT B

PAYMENTS

1. Method

- a. **Maximum Project Amount:** Contract Year 1: \$
Contract Year 2: \$
Contract Year 3: \$

- b. **Payment Increments:** The total amount for each Contract Year shall be into divided into twelve equal payments. This amount shall be submitted as a monthly invoice by the CONTRACTOR, approved and processed by the TOWN.

- c. **Reimbursable Expenses** (if any):



Town of Nantucket

BIDDER'S CHECKLIST

Required for bid submittals:

- ☐ Bid response form
- ☐ Non-collusion form
- ☐ Tax compliance certificate
- ☐ Reference list
- ☐ Certificate of Insurance
- ☐ Signature page from Town of Nantucket contract agreement